

THE STATUTES OF THE REPUBLIC OF SINGAPORE

**CONVEYANCING AND LAW OF PROPERTY ACT
(CHAPTER 61)**

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6 of 1886**

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Conveyancing and Law of Property Act

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[1st August 1886]

PART I

PRELIMINARY

Short title.

1. This Act may be cited as the Conveyancing and Law of Property Act.

Inter-pretation.

2. In this Act, unless there is something repugnant in the subject or context —

“bankruptcy” includes liquidation by arrangement, and any other act or proceeding in law having under any law for the time being in force effects or results

- similar to those of bankruptcy; and “bankrupt” has a corresponding meaning;
- “building lease” is a lease for building purposes or purposes connected therewith;
- “building purposes” includes the erecting and the improving of, and the adding to and the repairing of buildings;
- “conveyance” includes assignment, appointment, lease, settlement and other assurance made by deed on a sale, mortgage, demise or settlement of any property, and on any other dealing with or for any property; and “convey” has a corresponding meaning;
- “court” means the High Court;
- “fine” includes premium or foregift, and any payment, consideration or benefit in the nature of a fine, premium or foregift;
- “incumbrance” includes a mortgage in fee or for a less estate, and a trust for securing money, and a lien and a charge of a portion, annuity or other capital or annual sum; and “incumbrancer” has a corresponding meaning, and includes every person entitled to the benefit of an incumbrance, or to require payment or discharge thereof;
- “instrument” includes deed and will;
- “land” includes land freehold and leasehold, or of whatever tenure, and tenements and hereditaments, corporeal or incorporeal, and houses and other buildings, and also an undivided share in land;
- In relation to land, “income” includes rents and profits; and “possession” includes receipt of income;
- “lease” includes an agreement for a lease where the lessee has become entitled to have his lease granted;
- “mortgage” includes any charge on any property for securing money or money’s worth;
- “mortgage money” means money or money’s worth secured by a mortgage;
- “mortgagee” includes any person from time to time deriving title under the original mortgagee;

- “mortgagee in possession” is a mortgagee who in right of the mortgage has entered into and is in possession of the mortgaged property;
- “mortgagor” includes any person from time to time deriving title under the original mortgagor, or entitled to redeem a mortgage according to his estate, interest or right in the mortgaged property;
- “person” includes a corporation;
- “property” includes real and personal property and any estate in any property, real or personal, and any debt and any thing in action, and any other right or interest in the nature of property, whether in possession or not;
- “purchaser” includes a lessee or mortgagee and an intending purchaser, lessee or mortgagee or other person who for valuable consideration takes or deals for any property; and “purchase” has a corresponding meaning; but “sale” means only a sale properly so called;
- “rent” includes yearly or other rent, toll, duty, royalty or other reservation by the area, quantity, weight or otherwise;
- “securities” includes stocks, funds and shares;
- “under-lease” includes an agreement for an under-lease where the under-lessee has become entitled to have his under-lease granted;
- “under-lessee” includes any person deriving title under or from an under-lessee;
- “will” includes codicil;
- “writing” includes print; and words referring to any instrument, copy, extract, abstract or other document include any such instrument, copy, extract, abstract or other document being in writing or in print or partly in writing and partly in print.

PART II

SALES AND OTHER TRANSACTIONS

Contracts for sale

3.—(1) Under a contract to grant or assign a term of years, whether derived or to be derived out of a freehold or leasehold estate, the intended lessee or assign shall not be entitled to call for the title to the freehold.

Lessee or assign not to call for title to freehold.

(2) Under a contract to sell and assign a term of years derived out of a leasehold estate the intended assign shall not have the right to call for the title to the leasehold reversion.

Lessee or assign not to call for title to leasehold reversion.

(3) Recitals, statements and descriptions of facts, matters and parties contained in deeds, instruments, Acts or statutory declarations 20 years old at the date of the contract shall, unless and except so far as they are proved to be inaccurate, be taken to be sufficient evidence of the truth of those facts, matters and descriptions.

Recitals, etc., in deeds, Acts, etc., 20 years old to be sufficient evidence.

(4) A purchaser of land shall not be entitled to require a title to be deduced for a period of more than 30 years or for a period extending further back than a grant or lease by the Crown or the State, whichever period is the shorter.

Period of limitation for title to be deduced.

(5) A purchaser of any property shall not be entitled to require the production, or any abstract or copy, of any deed, will, or other document, dated or made before the time prescribed by law, or expressly stipulated, for commencement of the title, even though the same creates a power subsequently exercised by an instrument abstracted in the abstract furnished to the purchaser; nor shall he require any information, or make any requisition, objection or inquiry, with respect to any such deed, will or document, or the title prior to that time, notwithstanding that any such deed, will or other document, or that prior title, is recited, covenanted to be produced, or noticed; and he shall assume, unless the contrary appears, that the recitals contained in the abstracted instruments of any deed, will or other document, forming part of that prior title, are correct, and give all the material contents of the deed, will or other document so recited, and that every document so recited was duly executed by all necessary parties and perfected, if and as required, by acknowledgment, enrolment or otherwise.

Limitation upon production of deeds, etc.

Assumption as to recitals, etc.

(6) Where land sold is held by lease (not including under-lease), the purchaser shall assume, unless the contrary appears, that the lease was duly granted; and, on production of the receipt for the last payment due for rent under the lease before the date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the lease have been duly performed and observed up to the date of the actual completion of the purchase.

Assumption as to land sold when held by lease; and upon production of receipt.

Assumption
as to land
sold when
held by
under-lease;
and upon
production
of receipt.

(7) Where land sold is held by under-lease, the purchaser shall assume, unless the contrary appears, that the under-lease and every superior lease were duly granted; and, on production of the receipt for the last payment due for rent under the under-lease before the date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the under-lease have been duly performed and observed up to the date of actual completion of the purchase, and further that all rent due under every superior lease, and all the covenants and provisions of every superior lease, have been paid and duly performed and observed up to that date.

Expenses of
production,
journeys
incidental
thereto,
and searches
to be borne
by purchaser
requiring
them.

(8) On a sale of any property, the expenses of the production and inspection of all records, proceedings of courts, deeds, wills, probates, letters of administration and other documents, not in the vendor's possession, and the expenses of all journeys incidental to the production and inspection, and the expenses of searching for, procuring, making, verifying and producing all certificates, declarations, evidences and information not in the vendor's possession, and all attested, stamped, office or other copies or abstracts of, or extracts from, any such documents as aforesaid, not in the vendor's possession, if any such production, inspection, journey, search, procuring, making or verifying is required by a purchaser, either for verification of the abstract, or for any other purpose, shall be borne by the purchaser who requires them; and where the vendor retains possession of any document, the expenses of making any copy thereof, attested or unattested, which a purchaser requires to be delivered to him, shall be borne by that purchaser.

Right to
abstract on
sale by lots.

(9) On a sale of any property in lots, a purchaser of two or more lots, held wholly or partly under the same title, shall not have a right to more than one abstract of the common title, except at his own expense.

When
inability
to furnish
with
covenant
to produce
shall not be
an objection.

(10) The inability of a vendor of any property to furnish the purchaser with a legal covenant to produce and furnish documents of title shall not be an objection to title in case the purchaser will on the completion of the contract have an equitable right to the production of those documents.

(11) Such covenants for production as the purchaser on any sale of property can and shall require shall be furnished at his expense, and the vendor shall bear the expense of perusal and execution on behalf of and by himself and on behalf of and by necessary parties other than the purchaser.

Covenants for production to be at purchaser's expense.

(12) Where the vendor on any sale of property retains any part of an estate to which any documents of title relate, he shall be entitled to retain those documents.

Vendor's right to retain documents.

(13) On a sale of property a stipulation shall be implied that the purchaser shall be entitled to the benefit of any insurance against fire which may be then subsisting thereon in favour of the vendor.

Implied stipulation as to fire insurance.

(14) This section applies only to titles and purchasers on sales properly so called, notwithstanding any interpretation in this Act.

Application of section.

(15) This section applies only if and so far as a contrary intention is not expressed in the contract of sale, and shall have effect subject to the terms of the contract, and to the provisions therein contained.

Ditto.

(16) Nothing in this section shall be construed as binding a purchaser to complete his purchase in any case where, on a contract made independently of this section, and containing stipulations similar to this section, or any of them, specific performance of the contract would not be enforced against him by the court.

Where section not to bind a purchaser to complete.

4.—(1) A vendor or purchaser of land, or their representatives respectively, may at any time or times, and from time to time, apply in a summary way to the court by summons intituled in the matter of this Act, and in the matter of the contract of sale, in respect of any requisitions or objections, or any claim for compensation, or any other question arising out of or connected with the contract not being a question affecting the existence or validity of the contract.

Vendor or purchaser may obtain summary decision as to requisitions, etc.

(2) The court shall make such order upon the application as seems just, and shall order how and by whom all or any of the costs of and incident to the application shall be borne and paid.

Provision by court for incumbrance, and sale freed therefrom.

5.—(1) Where land subject to any incumbrance, whether immediately payable or not, is sold by the court, or out of court, the court may if it thinks fit, on the application of any party to the sale, direct or allow payment into court, in case of an annual sum charged on the land, or of a capital sum charged on a determinable interest in the land, of such amount as, when invested in securities of the Government, or of India, or of Pakistan, or of the United Kingdom, the court considers will be sufficient, by means of the dividends thereof, to keep down or otherwise provide for that charge, and in any other case of capital money charged on the land of the amount sufficient to meet the incumbrance and any interest due thereon.

Payment to meet further costs, etc.

(2) In either case there shall also be paid into court such additional amount as the court considers will be sufficient to meet the contingency of further costs, expenses and interest, and any other contingency, except depreciation of investments, not exceeding one-tenth part of the original amount to be paid in, unless the court for special reason thinks fit to require a larger additional amount.

Declaration of freedom from incumbrance.

(3) Thereupon, the court may, if it thinks fit, and either after or without any notice to the incumbrancer, as the court thinks fit, declare that land to be freed from the incumbrance, and make any order for conveyance, or vesting order, proper for giving effect to the sale, and give directions for the retention and investment of the money in court.

Payment or transfer.

(4) After notice served on the persons interested in or entitled to the money or fund in court, the court may direct payment or transfer thereof to the persons entitled to receive or give a discharge for the same, and generally may give directions respecting the application or distribution of the capital or income thereof.

General words

General words in conveyances of land or buildings.

6.—(1) A conveyance of land shall be deemed to include and shall by virtue of this Act operate to convey with the land all buildings, erections, fixtures, hedges, ditches, fences, ways, waters, watercourses, easements, rights and advantages whatsoever, appertaining or reputed to appertain to the land, or any part thereof, or at the time of conveyance demised, occupied or enjoyed with or reputed

or known as part or parcel of or appurtenant to the land or any part thereof.

(2) A conveyance of land having houses or other buildings thereon shall be deemed to include and shall by virtue of this Act operate to convey with the land, houses or other buildings, all outhouses, erections, fixtures, cellars, areas, courts, courtyards, cisterns, sewers, gutters, drains, ways, passages, lights, watercourses, easements, rights and advantages whatsoever, appertaining or reputed to appertain to the land, houses or other buildings conveyed, or any of them, or any part thereof, or at the time of conveyance demised, occupied or enjoyed with, or reputed or known as part or parcel of or appurtenant to, the land, houses or other buildings conveyed, or any of them, or any part thereof.

(3) This section shall apply only if and as far as a contrary intention is not expressed in the conveyance, and shall have effect subject to the terms of the conveyance and to the provisions therein contained.

(4) This section shall not be construed as giving to any person a better title to any property, right or thing in this section mentioned than the title which the conveyance gives to him to the land expressed to be conveyed, or as conveying to him any property, right or thing in this section mentioned, further or otherwise than as the same could have been conveyed to him by the conveying parties.

(5) This section shall apply only to conveyances made after 1st August 1886.

Covenants for title

7.—(1) In a conveyance there shall, in the several cases in this section mentioned, be deemed to be included, and there shall in those several cases, by virtue of this Act, be implied, a covenant to the effect in this section stated, by the person or each person who conveys, as far as regards the subject-matter or share of subject-matter expressed to be conveyed by him, with the person, if one, to whom the conveyance is made, or with the persons jointly, if more than one, to whom the conveyance is made as joint tenants, or with each of the persons, if more than one, to whom the conveyance is made as tenants in common —

Covenant
for title
to be
implied.

On conveyance for value.

(a) in a conveyance for valuable consideration, other than a mortgage, the following covenant by every person who conveys and is not expressed to convey in a fiduciary capacity:

Right to convey.

that, notwithstanding anything by the person who so conveys, or anyone through whom he derives title, otherwise than by purchase for value, made, done, executed or omitted, or knowingly suffered, the person who so conveys, has, with the concurrence of every other person (if any) conveying by his direction, full power to convey the subject-matter expressed to be conveyed, subject as, if so expressed, and in the manner in which, it is expressed to be conveyed, and that, notwithstanding anything as aforesaid, that subject-matter shall remain to and be quietly entered upon, received and held, occupied, enjoyed and taken, by the person to whom the conveyance is expressed to be made, and any person deriving title under him, and the benefit thereof shall be received and taken accordingly, without any lawful interruption or disturbance by the person who so conveys or any person conveying by his direction, or rightfully claiming or to claim by, through, under or in trust for the person who so conveys, or any person conveying by his direction, or by, through or under anyone not being a person claiming in respect of an estate or interest subject to which the conveyance is expressly made, through whom the person who so conveys derives title, otherwise than by purchase for value; and that, freed and discharged from, or otherwise by the person who so conveys sufficiently indemnified against, all such estates, incumbrances, claims and demands other than those subject to which the conveyance is expressly made, as either before or after the date of the conveyance have been or shall be made, occasioned or suffered by that person or by any person conveying by his direction, or by any person rightfully claiming by, through, under

Quiet enjoyment.

Freedom from incumbrance.

or in trust for the person who so conveys, or by, through or under any person conveying by his direction, or by, through or under anyone through whom the person who so conveys derives title, otherwise than by purchase for value; and further, that the person who so conveys, and any person conveying by his direction, and every other person having or rightfully claiming any estate or interest in the subject-matter of conveyance, other than an estate or interest subject to which the conveyance is expressly made, by, through, under or in trust for the person who so conveys, or by, through or under any person conveying by his direction, or by, through or under anyone through whom the person who so conveys derives title, otherwise than by purchase for value, will, from time to time and at all times after the date of the conveyance, on the request and at the cost of any person to whom the conveyance is expressed to be made, or of any person deriving title under him, execute and do all such lawful assurances and things for further or more perfectly assuring the subject-matter of the conveyance to the person to whom the conveyance is made, and to those deriving title under him, subject as, if so expressed, and in the manner in which the conveyance is expressed to be made, as by him or them or any of them shall be reasonably required:

Further assurance.

(in which covenant a purchase for value shall not be deemed to include a conveyance in consideration of marriage);

(b) in a conveyance of leasehold property for valuable consideration, other than a mortgage, the following further covenant by every person who conveys and is not expressed to convey in a fiduciary capacity:

On conveyance of leasehold for value.

that, notwithstanding anything by the person who so conveys, or anyone through whom he derives title otherwise than by purchase for value, made, done, executed or omitted, or knowingly suffered, the lease or grant

Validity of lease.

creating the term or estate for which the land is conveyed is, at the time of conveyance, a good, valid and effectual lease or grant of the property conveyed, and is in full force, unforfeited, unsurrendered and in no way has become void or voidable, and that, notwithstanding anything as aforesaid, all the rents reserved by, and all the covenants, conditions and agreements contained in, the lease or grant, and on the part of the lessee or grantee and the persons deriving title under him to be paid, observed and performed, have been paid, observed and performed up to the time of conveyance:

(in which covenant a purchase for value shall not be deemed to include a conveyance in consideration of marriage);

On
mortgages.

(c) in a conveyance by way of mortgage, the following covenant by every person who conveys and is not expressed to convey in a fiduciary capacity:

Right to
convey.

that the person who so conveys, has with the concurrence of every other person (if any) conveying by his direction, full power to convey the subject-matter expressed to be conveyed by him, subject as, if so expressed, and in the manner in which it is expressed to be conveyed; and also that, if default is made in payment of the money intended to be secured by the conveyance, or any interest thereon, or any part of that money or interest, contrary to any provision in the conveyance, it shall be lawful for the person to whom the conveyance is expressed to be made, and the persons deriving title under him, to enter into and upon, or receive and thenceforth quietly hold, occupy and enjoy or take and have, the subject-matter expressed to be conveyed, or any part thereof, without any lawful interruption or disturbance by the person who so conveys, or any person conveying by his direction, or any person not being a person claiming in respect of an estate or interest subject to which the conveyance is expressly

Freedom
from
incumbrance.

made; and that, freed and discharged from, or otherwise by the person who so conveys sufficiently indemnified against, all estates, incumbrances, claims and demands whatsoever, other than those subject to which the conveyance is expressly made; and further, that the person who so conveys and every person conveying by his direction, and every person deriving title under any of them, and every other person having or rightfully claiming any estate or interest in the subject-matter of conveyance, or any part thereof, other than an estate or interest subject whereto the conveyance is expressly made, will, from time to time and at all times, on the request of any person to whom the conveyance is expressed to be made, or of any person deriving title under him, but, as long as any right of redemption exists under the conveyance, at the cost of the person so conveying, or of those deriving title under him, and afterwards at the cost of the person making the request, execute and do all such lawful assurances and things for further or more perfectly assuring the subject-matter of conveyance and every part thereof to the person to whom the conveyance is made, and to those deriving title under him, subject as, if so expressed, and in the manner in which the conveyance is expressed to be made, as by him or them or any of them shall be reasonably required;

Further assurance.

- (d) in a conveyance by way of mortgage of leasehold property, the following further covenant by a person who conveys and is not expressed to convey in a fiduciary capacity:

On mortgages of leaseholds.

that the lease or grant creating the term or estate for which the land is held is, at the time of conveyance, a good, valid and effectual lease or grant of the land conveyed and is in full force, unforfeited and unsurrendered and in no way has become void or voidable, and that all the rents reserved by, and all the covenants, conditions and agreements contained in, the lease or grant, and on the part

Validity of lease.

Payment of
rent and
performance
of covenants.

of the lessee or grantee and the persons deriving title under him to be paid, observed and performed, have been paid, observed and performed up to the time of conveyance; and also that the person so conveying, or the persons deriving title under him, will at all times, as long as any money remains on the security of the conveyance, pay, observe and perform, or cause to be paid, observed and performed all the rents reserved by, and all the covenants, conditions and agreements contained in, the lease or grant, and on the part of the lessee or grantee and the persons deriving title under him to be paid, observed and performed, and will keep the person to whom the conveyance is made, and those deriving title under him, indemnified against all actions, proceedings, costs, charges, damages, claims and demands (if any) to be incurred or sustained by him or them by reason of the non-payment of the rent or the non-observance or non-performance of those covenants, conditions, agreements, or any of them;

On a
settlement.

(e) in a conveyance by way of settlement, the following covenant by a person who conveys and is not expressed to convey in a fiduciary capacity:

For further
assurance
limited.

that the person so conveying, and every person deriving title under him by deed or act or operation of law in his lifetime subsequent to that conveyance, or by testamentary disposition or devolution in law, on his death, will, from time to time and at all times, after the date of that conveyance, at the request and cost of any person deriving title thereunder, execute and do all such lawful assurances and things for further or more perfectly assuring the subject-matter of the conveyance to the persons to whom the conveyance is made and those deriving title under them, subject as, if so expressed, and in the manner in which the conveyance is expressed to be made, as by them or any of them shall be reasonably required;

(f) in any conveyance, the following covenant by every person who conveys and is expressed to convey in a fiduciary capacity, which covenant shall be deemed to extend to every such person's own acts only:

Conveyance
by trustee.

that the person so conveying has not executed or done, or knowingly suffered, or been party or privy to, any deed or thing, whereby or by means whereof the subject-matter of the conveyance, or any part thereof, is or may be impeached, charged, affected or incumbered in title, estate or otherwise, or whereby or by means whereof the person who so conveys is in anywise hindered from conveying the subject-matter of the conveyance, or any part thereof, in the manner in which it is expressed to be conveyed.

Against
incum-
brances.

(2) Where in a conveyance it is expressed that by direction of one person another person conveys, then, within this section, the person giving the direction shall be deemed to convey the subject matter so conveyed by his direction; and a covenant on his part shall be implied accordingly.

(3) The benefit of a covenant implied as aforesaid shall be annexed and incident to, and shall go with, the estate or interest of the implied covenantee, and shall be capable of being enforced by every person in whom that estate or interest is, for the whole or any part thereof, from time to time vested.

(4) A covenant implied as aforesaid may be varied or extended by deed, and, as so varied or extended, shall, as far as may be, operate in the like manner, and with all the like incidents, effects and consequences, as if the variations or extensions were directed in this section to be implied.

(5) A person who is expressed to convey as trustee or mortgagee, or as personal representative of a deceased person, or as committee of a mentally disordered person, or under an order of the court, shall be deemed to be expressed to convey in a fiduciary capacity.

(6) This section shall apply only to conveyances made on or after 1st August 1886.

Execution of purchase deed

Right of purchaser as to execution.

8.—(1) On a sale, the purchaser shall be entitled either to require that the conveyance to him be executed in his own presence, or in that of his solicitor, or to have at his own cost the execution of the conveyance attested by some person appointed by him.

(2) On a sale under a contract providing for the execution of the conveyance by an attorney under a power of attorney, the purchaser shall be entitled to require the power of attorney to be deposited by and at the expense of the vendor in the manner provided by section 48.

(3) On the execution of a reconveyance or transfer or discharge of a mortgage by an attorney under a power of attorney, the mortgagor shall also be entitled to require the power of attorney to be deposited by and at the expense of the mortgagor in the manner provided by section 48.

Effect of acknowledgment of right to production.

9.—(1) Where a person retains possession of documents, and gives to another an acknowledgment in writing of the right of that other to production of those documents, and to delivery of copies thereof (referred to in this section as an acknowledgment), that acknowledgment shall have effect as in this section provided.

What documents to be bound by acknowledgment, and for what period.

(2) An acknowledgment shall bind the documents to which it relates in the possession or under the control of the person who retains them, and in the possession or under the control of every other person having possession or control thereof from time to time, but shall bind each individual possessor or person as long only as he has possession or control thereof; and every person so having possession or control from time to time shall be bound specifically to perform the obligations imposed under this section by an acknowledgment, unless prevented from so doing by fire or other inevitable accident.

Performance of obligations.

(3) The obligations imposed under this section by an acknowledgment are to be performed from time to time at the request in writing of the person to whom an acknowledgment is given, or of any person, not being a lessee at a

rent, having or claiming any estate, interest or right through or under that person, or otherwise becoming through or under that person interested in or affected by the terms of any document to which the acknowledgment relates.

(4) The obligations imposed under this section by an acknowledgment are — Obligations imposed.

(a) an obligation to produce the documents or any of them at all reasonable times for the purpose of inspection, and of comparison with abstracts or copies thereof, by the person entitled to request production or by anyone by him authorised in writing;

(b) an obligation to produce the documents or any of them at any trial, hearing or examination in any court, or in the execution of any commission, or elsewhere in Singapore, on any occasion on which production may properly be required, for proving or supporting the title or claim of the person entitled to request production, or for any other purpose relative to that title or claim; and

(c) an obligation to deliver to the person entitled to request them true copies or extracts, attested or unattested, of or from the documents or any of them.

(5) All costs and expenses of or incidental to the specific performance of any obligation imposed under this section by an acknowledgment shall be paid by the person requesting performance. Costs of specific performance.

(6) An acknowledgment shall not confer any right to damages for loss or destruction of, or injury to, the documents to which it relates, from whatever cause arising. No right to damages for loss, etc.

(7) Any person claiming to be entitled to the benefit of an acknowledgment may apply to the court for an order directing the production of the documents to which it relates, or any of them, or the delivery of copies of or extracts from those documents or any of them to him, or some other person on his behalf; and the court may, if it Application to court and order thereon.

thinks fit, order production, or production and delivery, accordingly, and may give directions respecting the time, place, terms and mode of production or delivery, and may make such order as it thinks fit respecting the costs of the application, or any other matter connected with the application.

Effect of acknowledgment.

(8) An acknowledgment shall by virtue of this Act satisfy any liability to give a covenant for production and delivery of copies of or extracts from documents.

Obligations imposed by undertaking for safe custody.

(9) Where a person retains possession of documents and gives to another an undertaking in writing for safe custody thereof, that undertaking shall impose on the person giving it, and on every person having possession or control of the documents from time to time, but on each individual possessor or person as long only as he has possession or control thereof, an obligation to keep the documents safe, whole, uncanceled and undefaced, unless prevented from doing so by fire or other inevitable accident.

Application to court to assess damages; inquiry and order thereon.

(10) Any person claiming to be entitled to the benefit of such an undertaking may apply to the court to assess damages for any loss, destruction of, or injury to the documents or any of them, and the court may, if it thinks fit, direct an inquiry respecting the amount of damages, and order payment thereof by the person liable, and may make such order as it thinks fit respecting the costs of the application, or any other matter connected with the application.

Effect of acknowledgment.

(11) An undertaking for safe custody of documents shall by virtue of this Act satisfy any liability to give a covenant for safe custody of documents.

Rights conferred by acknowledgment or undertaking to be in addition to other rights relative thereto.

(12) The rights conferred by an acknowledgment or undertaking under this section shall be in addition to all such other rights relative to the production, or inspection, or the obtaining of copies of documents as are not, by virtue of this Act, satisfied by the giving of the acknowledgment or undertaking, and shall have effect subject to the terms of the acknowledgment or undertaking, and to any provisions therein contained.

Application of section.

(13) This section shall apply only if and as far as a contrary intention is not expressed in the acknowledgment or undertaking.

(14) This section shall apply only to an acknowledgment or undertaking given or a liability respecting documents incurred after 1st July 1903.

PART III

LEASES

10.—(1) Rent reserved by a lease, and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary estate in the land, or any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and shall be capable of being recovered, received, enforced and taken advantage of by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased.

Rent and benefit of lessee's covenants to run with reversion.

(2) This section shall apply only to leases made on or after 1st August 1886.

11.—(1) The obligation of a covenant entered into by a lessor with reference to the subject-matter of a lease shall, if and so far as the lessor has power to bind the reversionary estate immediately expectant on the term granted by the lease, be annexed and incident to and shall go with that reversionary estate, or the several parts thereof, notwithstanding severance of that reversionary estate, and may be taken advantage of and enforced by the person in whom the term is from time to time vested by conveyance, devolution in law, or otherwise; and, if and so far as the lessor has power to bind the person from time to time entitled to that reversionary estate, that obligation may be taken advantage of and enforced against any person so entitled.

Obligation of lessor's covenants to run with reversion.

(2) This section shall apply only to leases made on or after 1st August 1886.

12.—(1) Notwithstanding the severance by conveyance, surrender or otherwise of the reversionary estate in any land comprised in a lease, and notwithstanding the avoidance or cesser in any other manner of the term granted by a

Apportionment of conditions on severance, etc.

lease as to part only of the land comprised therein, every condition or right of re-entry, and every other condition contained in the lease, shall be apportioned, and shall remain annexed to the several parts of the reversionary estate as severed, as shall be in force with respect to the term whereon each severed part is reversionary, or the term in any land which has not been surrendered, or as to which the term has not been avoided or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone been originally comprised in the lease.

(2) This section shall apply to leases made before, on or after 1st August 1886.

On subdemise, title to leasehold reversion not to be required.

13.—(1) On a contract to grant a lease for a term of years to be derived out of a leasehold interest, with a leasehold reversion, the intended lessee shall not have the right to call for the title to that reversion.

(2) This section shall apply only if and as far as a contrary intention is not expressed in the contract, and shall have effect subject to the terms of the contract and to the provisions therein contained.

Contract for lease not to form part of title to lease.

14.—(1) Where a lease is made under a power contained in a settlement, will, Act or other instrument, any preliminary contract for or relating to the lease shall not, for the purpose of the deduction of title to an intended assign, form part of the title or evidence of the title to the lease.

(2) This section shall apply to leases made before, on or after 1st August 1886.

Restriction on effect of licence.

15.—(1) Where a licence to do any act which without such a licence would create a forfeiture or give a right to re-enter under a condition or power reserved in any lease is at any time on or after 1st August 1886 given to any lessee or his assigns, every such licence shall, unless otherwise expressed, extend only to the permission actually given or to any specific breach of any proviso or covenant made or to be made or to the actual assignment, under-lease, or other matter thereby specifically authorised to be done, but not so as to prevent any proceeding for any subsequent breach unless otherwise specified in the licence.

(2) All rights under covenants and powers of forfeiture and re-entry in the lease contained shall remain in full force, and shall be available as against any subsequent breach of covenant or condition, assignment, under-lease or other matter not specifically authorised or waived by the licence, in the same manner as if no such licence had been given.

(3) The condition or right of re-entry shall be and remain in all respects as if such licence had not been given, except in respect of the particular matter authorised to be done.

16.—(1) Where in a lease there is a power or condition of re-entry on assigning or under-letting or doing any other specified act without licence, and a licence at any time on or after 1st August 1886 is given to one of several lessees or co-owners to assign or under-let his share or interest or to do any other act prohibited to be done without licence, or is given to any lessee or owner or any one of several lessees or owners to assign or under-let part only of the property or to do any other such act as aforesaid in respect of part only of the property, the licence shall not operate to destroy or extinguish the right of re-entry in case of any breach of the covenant or condition by the co-lessee or co-lessees or owner or owners of the other shares or interests in the property, or by the lessee or owner of the rest of the property, as the case may be, over or in respect of those shares or interests or remaining property, but the right of re-entry shall remain in full force over or in respect of the shares or interests or property not the subject of the licence.

Restricted operation of partial licence.

(2) This section shall apply to leases made before, on or after 1st August 1886.

17.—(1) In all leases containing a covenant, condition or agreement against assigning, under-letting or parting with the possession, or disposing of the property leased without licence or consent, that covenant, condition or agreement shall, unless the lease contains an expressed provision to the contrary, be deemed to be subject to a proviso to the effect that no fine or sum of money in the nature of a fine shall be payable for or in respect of the licence or consent; but that proviso shall not preclude the right to require the payment of a reasonable sum in respect of any legal or other expense incurred in relation to the licence or consent.

No fine to be exacted for licence to assign.

(2) This section shall apply to leases made before, on or after 1st August 1886.

Forfeiture

Restrictions on and relief against forfeiture of leases.

18.—(1) A right of re-entry or forfeiture under any provision or stipulation in a lease, for a breach of any covenant or condition in a lease, shall not be enforceable, by action or otherwise, unless the lessor serves on the lessee a notice specifying the particular breach complained of and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach.

Application for relief.

(2) Where a lessor is proceeding, by action or otherwise to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action (if any) or in any action brought by himself, apply to the court for relief.

Order thereon.

(3) The court may grant or refuse relief as the court, having regard to the proceedings and conduct of the parties under subsections (1) and (2) and to all the other circumstances, thinks fit.

Upon terms.

(4) In case of relief the court may grant it on such terms, (if any) as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future, as the court, in the circumstances of each case, thinks fit.

Costs incurred in employment of solicitor, etc.

(5) A lessor shall be entitled to recover as a debt due to him from the lessee, and in addition to damages (if any) all reasonable costs and expenses properly incurred by the lessor in the employment of a solicitor and surveyor or valuer or otherwise in reference to any breach giving rise to a right of re-entry or forfeiture, which at the request of the lessee is waived by the lessor by writing under his hand, or from which the lessee is relieved under the provisions of this Act.

Power of court to protect under-lessees on forfeiture of superior leases.

(6) Where a lessor is proceeding by action or otherwise to enforce a right of re-entry or forfeiture under any covenant, proviso or stipulation in a lease, the court may, on application by any person claiming as under-lessee any estate or interest in the property comprised in the lease, or any part

thereof, either in the lessor's action (if any) or in any action brought by the person for that purpose, make an order vesting for the whole term of the lease or any lesser term the property comprised in the lease, or any part thereof, in any person entitled as under-lessee to any estate or interest in the property, upon such conditions as to execution of any deed or other document, payment of rent, costs, expenses, damages, compensation, giving security or otherwise as the court, in the circumstances of each case, thinks fit; but in no case shall any such under-lessee be entitled to require a lease to be granted to him for any longer term than he had under his original sub-lease.

(7) For the purposes of this section —

Inter-
pretation.

- (a) a lease includes an original or derivative under-lease;
- (b) a lessee includes an original or derivative under-lessee, and the heirs, executors, administrators and assigns of a lessee;
- (c) a lessor includes an original or derivative under-lessor, and the heirs, executors, administrators and assigns of a lessor;
- (d) a lease limited to continue as long only as the lessee abstains from committing a breach of covenant shall be and take effect as a lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such a breach.

(8) This section shall not extend to a covenant or condition against the assigning, under-letting, parting with the possession or disposing of the land leased; or to a condition for forfeiture on the bankruptcy of the lessee, or on the taking in execution of the lessee's interest.

Application
of section.

(9) This section shall not affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent.

(10) This section shall apply to leases made before, on or after 1st August 1886, and shall have effect notwithstanding any stipulation to the contrary.

PART IV
MORTGAGES

Obligation of mortgagee to transfer instead of reconveying.

19.—(1) Where a mortgagor is entitled to redeem, he shall have power to require the mortgagee, instead of reconveying, and on the terms on which he would be bound to reconvey, to assign the mortgage debt and convey the mortgaged property to any third person as the mortgagor directs, and the mortgagee shall assign and convey accordingly.

(2) The power given by this section to a mortgagor shall belong to and be capable of being enforced by each incumbrancer or by the mortgagor notwithstanding any intermediate incumbrance, but a requisition of an incumbrancer shall prevail over a requisition of a mortgagor, and as between incumbrancers a requisition of a prior incumbrancer shall prevail over a requisition of a subsequent incumbrancer.

(3) This section shall not apply in the case of a mortgagee being or having been in possession.

(4) This section shall apply to mortgages made before, on or after 1st August 1886, and shall have effect notwithstanding any stipulation to the contrary.

Power for mortgagor to inspect title deeds.

20.—(1) A mortgagor, so long as his right to redeem subsists, may from time to time, at reasonable times, on his own request, and at his own cost, and on payment of the mortgagee's cost and expenses in this behalf, inspect and make copies or extracts from the documents of title relating to the mortgaged property in the custody or power of the mortgagee, including the mortgage deed.

(2) This section shall apply only to mortgages made on or after 1st August 1886, and shall have effect notwithstanding any stipulation to the contrary.

Restriction on consolidation of mortgages.

21.—(1) A mortgagor seeking to redeem any one mortgage may do so without paying any money due under any separate mortgage made by him, or by any person through whom he claims, on property other than that comprised in the mortgage which he seeks to redeem.

(2) This section shall apply only if and so far as a contrary intention is not expressed in the mortgage deeds or one of them.

22.—(1) Where the mortgage money is not paid on the stated day, the mortgagee shall be entitled, in the absence of any stipulation to the contrary in the mortgage deed, to 3 months' notice in writing previous to payment or to 3 months' interest in lieu of that notice.

Mortgagee entitled to 3 months' notice of payment.

(2) This section shall apply to mortgages made before, on or after 1st August 1886.

Leases

23.—(1) A mortgagor of land while in possession, as against every incumbrancer, may make from time to time an agricultural or occupation lease of the mortgaged land or any part thereof for any term not exceeding 3 years.

Leasing powers of mortgagor and of mortgagee in possession.

(2) A mortgagee of land while in possession, as against all subsequent incumbrancers, if any, and as against the mortgagor, may make from time to time —

(a) an agricultural or occupation lease for any term not exceeding 21 years;

(b) a building lease for any term not exceeding 99 years.

(3) Every person making a lease under this section may execute and do all assurances and things necessary or proper in that behalf.

(4) Every such lease shall be made to take effect in possession not later than 12 months after its date.

(5) Every such lease shall reserve the best rent that can reasonably be obtained, regard being had to the circumstances of the case, but without any fine being taken.

(6) Every such lease shall contain a covenant by the lessee for payment of the rent, and a condition of re-entry on the rent not being paid within a time therein specified, not exceeding 30 days.

(7) A counterpart of every such lease shall be executed by the lessee and delivered to the lessor, of which execution and delivery the execution of the lease by the lessor shall, in favour of the lessee and all persons deriving title under him, be sufficient evidence.

(8) Every such building lease shall be made in consideration of the lessee, or some person by whose direction

the lease is granted, agreeing to erect within not more than 5 years from the date of the lease, buildings, new or additional, or having improved or repaired buildings, or agreeing to improve or repair buildings within that time, or having executed, or agreeing to execute, within that time, on the land leased, an improvement for or in connection with building purposes.

(9) In any such building lease a peppercorn rent, or a nominal or other rent less than the rent ultimately payable, may be made payable for the first 5 years, or any less part of the term.

(10) A contract to make or accept a lease under this section may be enforced by or against every person on whom the lease, if granted, would be binding.

(11) This section shall apply only if and as far as a contrary intention is not expressed by the mortgagor and mortgagee in the mortgage deed, or otherwise in writing, and shall have effect subject to the terms of the mortgage deed or of any such writing and to the provisions therein contained.

(12) Nothing in this Act shall prevent the mortgage deed from reserving to or conferring on the mortgagee any further or other powers of leasing or having reference to leasing, and any further or other powers so reserved shall be exercisable, as far as may be, as if they were conferred by this Act, and with all the like incidents, effects and consequences, unless a contrary intention is expressed in the mortgage deed.

(13) Nothing in this Act shall be construed to enable a mortgagee to make a lease for any longer term or on any other conditions than such as could have been granted or imposed by the mortgagor, with the concurrence of all the incumbrancers, if this Act had not been passed.

(14) This section shall apply only in the case of a mortgage made on or after 1st August 1886; but the provisions thereof, or any of them, may, by agreement in writing made on or after that date between the mortgagor and mortgagee, be applied to a mortgage made before that date, so nevertheless, that any such agreement shall not prejudicially affect any right or interest of any mortgagee not joining in or adopting the agreement.

(15) The provisions of this section referring to a lease shall be construed to extend and apply, as far as circumstances admit, to any letting, and to any agreement, whether in writing or not, for leasing or letting.

Sale, insurance, receiver

24.—(1) A mortgagee, where the mortgage is made by deed, shall have the following powers, to the like extent as if they had been in terms conferred by the mortgage deed, but not further: Power incident to estate or interest of mortgagee.

- (a) a power, when the mortgage money has become due, to sell, or to concur with any other person in selling, the mortgaged property, or any part thereof, either subject to prior charges, or not, and either together or in lots, by public auction or by private contract, subject to such conditions respecting title, or evidence of title, or other matter, as the mortgagee thinks fit, with power to vary any contract for sale, and to buy in at an auction, or to rescind any contract for sale, and to resell, without being answerable for any loss occasioned thereby;
- (b) a power, at any time after the date of the mortgage deed, to insure and keep insured against loss or damage by fire any building, or any effects or property of an insurable nature, whether affixed to the freehold or not, being or forming part of the mortgaged property, and the premiums paid for any such insurance shall be a charge on the mortgaged property, in addition to the mortgage money, and with the same priority, and with interest at the same rate, as the mortgage money; and
- (c) a power, when the mortgage money has become due, to appoint a receiver of the income of the mortgaged property, or of any part thereof.

(2) The provisions of this Act relating to the foregoing powers, comprised either in this section, or in any subsequent section regulating the exercise of these powers, may be varied or extended by the mortgage deed, and, as so varied or extended, shall, as far as may be, operate in the like manner and with all the like incidents, effects and

consequences, as if such variations or extensions were contained in this Act.

(3) This section shall apply only if and as far as a contrary intention is not expressed in the mortgage deed, and shall have effect subject to the terms of the mortgage deed and to the provisions therein contained.

(4) This section shall apply only where the mortgage deed is executed on or after 1st August 1886.

Regulation
of exercise
of power
of sale.

25. A mortgagee shall not exercise the power of sale conferred by this Act unless —

- (a) notice requiring payment of the mortgage money has been served on the mortgagor or one of several mortgagors, and default has been made in payment of the mortgage money, or of part thereof, for 3 months after the service;
- (b) some interest under the mortgage is in arrears and unpaid for one month after becoming due; or
- (c) there has been a breach of some provision contained in the mortgage deed or in this Act, and on the part of the mortgagor, or of some person concurring in making the mortgage, to be observed or performed, other than and besides a covenant for payment of the mortgage money or interest thereon.

Conveyance
receipt, etc.,
on sale.

26.—(1) A mortgagee exercising the power of sale conferred by this Act may by deed convey the property sold, for such estate and interest therein as is the subject of the mortgage, freed from all estates, interests and rights to which the mortgage has priority, but subject to all estates, interests and rights which have priority to the mortgage.

(2) Where a conveyance is made in professed exercise of the power of sale conferred by this Act, the title of the purchaser shall not be impeachable on the ground that no case had arisen to authorise the sale, or that due notice was not given, or that the power was otherwise improperly or irregularly exercised; but any person damnified by an unauthorised or improper or irregular exercise of the power shall have his remedy in damages against the person exercising the power.

(3) The money which is received by the mortgagee, arising from the sale, after discharge of prior incumbrances to which the sale is not made subject (if any) or after payment into court under this Act of a sum to meet any prior incumbrances, shall be held by him in trust to be applied by him, first, in payment of all costs, charges and expenses, properly incurred by him as incident to the sale or any attempted sale, or otherwise; and secondly, in discharge of the mortgage money, interest and costs, and other money (if any) due under the mortgage; and the residue of the money so received shall be paid to the person entitled to the mortgaged property, or authorised to give receipts for the proceeds of the sale thereof.

(4) The power of sale conferred by this Act may be exercised by any person for the time being entitled to receive and give a discharge for the mortgage money.

(5) The power of sale conferred by this Act shall not affect the right of foreclosure.

(6) The mortgagee, his executors, administrators or assigns shall not be answerable for any involuntary loss happening in or about the exercise or execution of the power of sale conferred by this Act or of any trust connected therewith.

(7) At any time after the power of sale conferred by this Act has become exercisable, the person entitled to exercise it may demand and recover from any person, other than a person having in the mortgaged property an estate, interest or right in priority to the mortgage, all the deeds and documents relating to the property, or to the title thereto, which a purchaser under the power of sale would be entitled to demand and recover from him.

27.—(1) The receipt in writing of a mortgagee shall be a sufficient discharge for any money arising under the power of sale conferred by this Act, or for any money or securities comprised in his mortgage, or arising thereunder.

Mortgagee's
receipts,
discharges,
etc.

(2) A person paying or transferring the same to the mortgagee shall not be concerned to inquire whether any money remains due under the mortgage.

(3) Money received by a mortgagee under his mortgage or from the proceeds of securities comprised in his

mortgage, shall be applied in like manner as in this Act directed respecting money received by him arising from a sale under the power of sale conferred by this Act; but with this variation, that the costs, charges and expenses payable shall include the costs, charges and expenses properly incurred of recovering and receiving the money or securities, and of conversion of securities into money, instead of those incident to sale.

Amount and application of insurance money.

28.—(1) The amount of an insurance effected by a mortgagee against loss or damage by fire under the power in that behalf conferred by this Act shall not exceed the amount specified for that purpose in the mortgage deed, or, if no such amount is therein specified, then shall not exceed two-third parts of the amount that would be required, in case of total destruction, to restore the property insured.

(2) An insurance shall not, under the power conferred by this Act, be effected by a mortgagee in any of the following cases:

- (a) where there is a declaration in the mortgage deed that no insurance is required;
- (b) where an insurance is kept up by or on behalf of the mortgagor in accordance with the mortgage deed;
- (c) where the mortgage deed contains no stipulation respecting insurance, and an insurance is kept up by or on behalf of the mortgagor, with the knowledge of the mortgagee, to the amount in which the mortgagee is by this Act authorised to insure.

(3) All money received on an insurance effected under the mortgage deed or under this Act shall, if the mortgagee so requires, be applied by the mortgagor in making good the loss or damage in respect of which the money is received.

(4) Without prejudice to any obligation to the contrary imposed by law, or by special contract, a mortgagee may require that all money received on an insurance be applied in or towards discharge of the money due under his mortgage.

29.—(1) A mortgagee entitled to appoint a receiver under the power in that behalf conferred by this Act shall not appoint a receiver until he has become entitled to exercise the power of sale conferred by this Act, but may then, by writing under his hand, appoint such person as he thinks fit to be receiver.

Appoint-
ment,
powers,
remuneration
and duties of
a receiver.

(2) The receiver shall be deemed to be the agent of the mortgagor; and the mortgagor shall be solely responsible for the receiver's acts or defaults, unless the mortgage deed otherwise provides.

(3) The receiver may demand and recover all the income of the property of which he is appointed receiver, by action, distress or otherwise, in the name either of the mortgagor or of the mortgagee, to the full extent of the estate or interest which the mortgagor could dispose of, and may give effectual receipts accordingly for the same.

(4) A person paying money to the receiver shall not be concerned to inquire whether any case has happened to authorise the receiver to act.

(5) The receiver may be removed, and a new receiver may be appointed, from time to time by the mortgagee by writing under his hand.

(6) The receiver out of any money received by him may retain for his remuneration, and in satisfaction of all costs, charges and expenses incurred by him as receiver, a commission at such rate, not exceeding 5% on the gross amount of all money received, as is specified in his appointment, and if no rate is so specified, then at the rate of 5% on that gross amount.

(7) The receiver shall, if so directed in writing by the mortgagee, insure and keep insured against loss or damage by fire, out of the money received by him, any buildings, effects or property comprised in the mortgage, and being of an insurable nature, whether the same are affixed to the freehold or not.

(8) The receiver shall apply all money received by him as follows:

- (a) in discharge of all rents, taxes, rates and outgoings whatever affecting the mortgaged property;
- (b) in keeping down all annual sums or other payments, and the interest on all principal sums,

having priority to the mortgage in right whereof he is receiver;

(c) in payment of his commission, and of the premiums on fire, life or other insurances, if any, properly payable under the mortgage deed or under this Act, and the cost of executing necessary or proper repairs directed in writing by the mortgagee; and

(d) in payment of the interest accruing due in respect of any principal money due under the mortgage,

and shall pay the residue of the money received by him to the person who, but for the possession of the receiver, would have been entitled to receive the income of the mortgaged property, or who is otherwise entitled to that property.

Action respecting mortgage

Sale of mortgaged property in action for foreclosure, etc.

30.—(1) Any person entitled to redeem mortgaged property may have a judgment or order for sale instead of for redemption in an action brought by him either for redemption alone, or for sale alone, or for sale or redemption, in the alternative.

(2) In any action, whether for foreclosure, or for redemption, or for sale, or for the raising and payment in any manner of mortgage money, the court, on the request of the mortgagee, or of any person interested either in the mortgage money or in the right of redemption, and notwithstanding the dissent of any other person, and notwithstanding that the mortgagee or any person so interested does not appear in the action, and without allowing any time for redemption or for payment of any mortgage money, may, if it thinks fit, direct a sale of the mortgaged property, on such terms as it thinks fit, including, if it thinks fit, the deposit in court of a reasonable sum fixed by the court, to meet the expenses of sale and to secure performance of the terms.

(3) In an action brought by a person interested in the right of redemption and seeking a sale, the court may, on the application of any defendant, direct the plaintiff to give such security for costs as the court thinks fit, and may give the conduct of the sale to any defendant, and may give such directions as it thinks fit respecting the costs of the defendants or any of them.

(4) In any case within this section the court may, if it thinks fit, direct a sale without previously determining the priorities of incumbrancers.

PART V

STATUTORY MORTGAGE

31.—(1) A mortgage of land may be made by a deed expressed to be made by way of statutory mortgage, being in the form given in Part I of the Schedule, with such variations and additions, if any, as circumstances may require, and this section shall apply thereto.

Form of
statutory
mortgage.

(2) There shall be deemed to be included, and there shall by virtue of this Act be implied, in the mortgage deed, in addition to all other covenants, powers and provisions implied by virtue of this Act —

(a) a covenant with the mortgagee by the mortgagor —

that the mortgagor will, on the stated day, pay to the mortgagee the stated mortgage money, and will in the mean time and thereafter, if and as long as the mortgage money or any part thereof remains unpaid, pay to the mortgagee interest thereon, or on the unpaid part thereof, at the stated rate, by equal monthly payments, the first thereof to be made at the end of one calendar month from the day of the date of the mortgage; and

(b) a proviso —

that if the mortgagor, on the stated day, pays to the mortgagee the stated mortgage money, and has duly paid the interest thereon in the meantime at the stated rate, the mortgagee shall at any time thereafter, at the request and cost of the mortgagor, reconvey the mortgaged property to the mortgagor, or as he shall direct.

32.—(1) A transfer of a statutory mortgage may be made by a deed expressed to be made by way of a statutory transfer of mortgage, being in such one of the 3 Forms A, B and C in Part II of the Schedule as may be appropriate to the case, with such variations and additions, if any, as circumstances may require, and this section shall apply thereto.

Form of
transfer of
statutory
mortgage.

(2) In whichever of these Forms the deed of transfer is made it shall have effect as follows:

(a) there shall become vested in the person to whom the benefit of the mortgage is expressed to be transferred, who, with his executors, administrators and assigns, is hereafter in this section designated the transferee, the right to demand, sue for, recover and give receipts for the mortgage money, or the unpaid part thereof, and the interest then due (if any) and thenceforth to become due, thereon, and the benefit of all securities for the same, and the benefit of and the right to sue on all covenants with the mortgagee, and the right to exercise all powers of the mortgagee;

(b) all the estate and interest, subject to redemption, of the mortgagee in the mortgaged land shall vest in the transferee, subject to redemption.

(3) If the deed of transfer is made in the Form B in Part II of the Schedule, there shall also be deemed to be included, and there shall be implied therein, a covenant with the transferee by the person expressed to join therein as covenantor —

that the covenantor will, on the next of the days by the mortgage deed fixed for payment of interest, pay to the transferee the stated mortgage money, or so much thereof as then remains unpaid, with interest thereon, or on the unpaid part thereof, in the meantime, at the rate stated in the mortgage deed; and will thereafter, as long as the mortgage money, or any part thereof, remains unpaid, pay to the transferee interest on that sum, or the unpaid part thereof, at the same rate on the successive days by the mortgage deed fixed for payment of interest.

(4) If the deed of transfer is made in the Form C in Part II of the Schedule, it shall operate not only as a statutory transfer of mortgage, but also as a statutory mortgage, and this section shall have effect in relation thereto accordingly; but it shall not be liable to any increased stamp duty by reason only of its being designated a mortgage.

33. In a deed of statutory mortgage, or of statutory transfer of mortgage, where more persons than one are expressed to convey as mortgagors, or to join as covenantors, the implied covenant on their part shall be deemed to be a joint and several covenant by them; and where there are more mortgagees or more transferees than one, the implied covenant with them shall be deemed to be a covenant with them jointly, unless the amount secured is expressed to be secured to them in shares or distinct sums, in which latter case the implied covenant with them shall be deemed to be a covenant with each severally with respect to the share or distinct sum secured to him.

Implied covenant, joint and several.

34. A reconveyance of a statutory mortgage may be made by a deed expressed to be made by way of statutory reconveyance of mortgage, being in the Form in Part III of the Schedule, with such variations and additions, if any, as circumstances may require.

Form of reconveyance of statutory mortgage.

PART VI

DEVOLUTION OF LAND ON DEATH

35.—(1) All land shall, so far as regards the transmission and devolution thereof on the death of any person in whom it is vested, whether beneficially or on any trust or by way of mortgage, be deemed to be of the nature of chattels real, and accordingly all the like powers for one only of several joint personal representatives, as well as for a single personal representative, and for all the personal representatives together, to dispose of and otherwise deal with the land, shall belong to the deceased's personal representatives or representative from time to time, with all the like incidents, but subject to all the like rights, equities and obligations as if the land were a chattel real vesting in them or him, and for the purposes of this section the personal representatives for the time being of the deceased shall be deemed in law his heirs and assigns within the meaning of all trusts and powers.

Land to devolve on death as chattels real.

(2) No sale or mortgage of land belonging to the estate of a deceased person shall be made by the legal personal representative of that person after the expiration of 6 years from his death unless with the sanction of the court, or unless the sale or mortgage is made in pursuance of a power

of sale or trust for sale or mortgage which is expressly contained in or may be implied from the terms of the will of the deceased.

(3) This section shall apply to cases of death either before, on or after 1st August 1886.

PART VII

MARRIED WOMEN, ALIENS, CORPORATIONS

Power for court to bind interest of married women.

36. Notwithstanding that a married woman is restrained from anticipation, the court may, if it thinks fit, where it appears to the court to be for her benefit, by judgment or order, with her consent, bind her interest in any property.

Aliens entitled to acquire and hold lands in Singapore; and may sell, transfer, assign, bequeath or transmit them.
Cap. 274.

37. Subject to the provisions of the Residential Property Act, any alien may by grant, conveyance, lease, assignment, succession, inheritance, bequest or otherwise, take, acquire, hold and possess any lands or other immovable property situated in Singapore, and may sell, transfer, assign, bequeath or transmit those lands or other property to any other person as fully and effectually to all intents and purposes, and with the same rights, remedies, exemptions and privileges as if he were a citizen of Singapore.

Acts heretofore done and rights to property transmitted to be valid.

38. Every such grant, conveyance, lease, assignment or bequest, sale, transfer or other act prior to 24th December 1875, made or done by or with any alien, and the right to all property derived by or through any alien prior to that date by succession, inheritance, transmission or otherwise, shall be deemed as valid and effectual to all intents and purposes as if it had been made, done or derived by, with or through a natural born British subject.

Power for corporations to hold property as joint tenants.

39.—(1) Subject to the provisions of the Residential Property Act, a body corporate shall be capable of acquiring and holding any real or personal property in joint tenancy in the same manner as if it were an individual; and where a body corporate and an individual, or two or more bodies corporate, become entitled to any such property under circumstances or by virtue of any instrument which would, if the body corporate had been an individual, have created a joint tenancy, they shall be entitled to the property as joint tenants:

Provided that the acquisition and holding of property by a body corporate in joint tenancy shall be subject to the like conditions and restrictions as attach to the acquisition and holding of property by a body corporate in severalty.

(2) Where a body corporate is joint tenant of any property, then on its dissolution the property shall devolve on the other joint tenant.

PART VIII

INFANTS

40. Where a person in his own right seised of or entitled to any land is an infant, the land shall be deemed to be a settled estate within the Civil Law Act and the Settled Estates Act.

Sales and leases on behalf of infant owner. Cap. 43. Cap. 293.

41.—(1) If and as long as any person who would but for this section be beneficially entitled to the possession of any land is an infant, the trustees appointed for this purpose by the settlement (if any) or if there are none so appointed, then the persons (if any) who are for the time being under the settlement trustees with power of sale of the settled land, or of part thereof, or with power of consent to or approval of the exercise of such a power of sale, or if there are none, then any persons appointed as trustees for this purpose by the court, on the application of a guardian or next friend of the infant, may enter into and continue in possession of the land; and in every such case subsections (2) to (8) shall apply.

Management of land and receipt and application of income during minority.

(2) The trustees shall manage or superintend the management of the land, with full power —

- (a) to fell timber or cut underwood from time to time in the usual course for sale, or for repairs or otherwise;
- (b) to erect, pull down, rebuild and repair houses and other buildings and erections;
- (c) to continue the working of mines, minerals and quarries which have usually been worked;
- (d) to drain or otherwise improve the land, or any part thereof;
- (e) to insure against loss by fire;

- (f) to make allowances to and arrangements with tenants and others;
- (g) to determine tenancies and to accept surrenders of leases and tenancies; and
- (h) generally to deal with the land in a proper and due course of management,

but so that, where the infant is impeachable for waste, the trustees shall not commit waste, and shall cut timber on the same terms only, and subject to the same restrictions, on and subject to which the infant could, if of full age, cut it.

(3) The trustees may from time to time, out of the income of the land, including the produce of the sale of timber and underwood, pay the expenses incurred in the management, or in the exercise of any power conferred by this section, or otherwise in relation to the land, and all outgoings not payable by any tenant or other person, and shall keep down any annual sum, and the interest of any principal sum, charged on the land.

(4) The trustees may apply at their discretion any income which, in the exercise of their discretion they deem proper, according to the infant's age, for his or her maintenance, education or benefit, or pay thereout any money to the infant's parent or guardian, to be applied for the same purposes.

(5) The trustees shall lay out the residue of the income of the land in investment on securities on which they are by the settlement (if any) or by law, authorised to invest trust money, with power to vary investments; and shall accumulate the income of the investments so made in the way of compound interest, by from time to time similarly investing the income and the resulting income of investments; and shall stand possessed of the accumulated fund arising from income of the land and from investments of income on the trusts following:

- (a) if the infant attains the age of 21 years, then in trust for the infant;
- (b) if the infant is a woman and marries while an infant, then in trust for her separate use, independently of her husband, and so that her receipt after she marries, and though still an infant, shall be a good discharge; and

(c) if the infant dies while an infant, and being a woman without having been married, then where the infant was under a settlement tenant for life, on the trusts (if any) declared of the accumulated fund by that settlement, but where no such trusts are declared or the infant is seised of or entitled to any land for an estate in fee simple absolute or conditional, or for any leasehold interest, then in trust for the infant's personal representatives as part of the infant's estate.

(6) Where the infant's estate or interest is in an undivided share of land, the powers of this section relative to the land may be exercised jointly with persons entitled to possession of, or having power to act in relation to, the other undivided share or shares.

(7) This section shall apply only if and as far as a contrary intention is not expressed in the instrument under which the interest of the infant arises, and shall have effect subject to the terms of that instrument and to the provisions therein contained.

(8) This section shall apply —

(a) as to the whole — only where the instrument comes into operation after 1st July 1903; and

(b) as to subsections (4) and (5) — only in relation to instruments coming into operation before 1st September 1929.

42.—(1) Where any property is held by trustees in trust for an infant, either for life, or for any greater interest, and whether absolutely or contingently on his attaining the age of 21 years, or on the occurrence of any event before his attaining that age, the trustees may, at their sole discretion, pay to the infant's parent or guardian (if any) or otherwise apply for or towards the infant's maintenance, education or benefit, the whole or any part of the income to which the infant may be or become entitled in respect of that property, whether there is any other fund applicable to the same purpose or any person bound by law to provide for the infant's maintenance or education or not.

Application by trustees of income of infant's property for maintenance, etc.

(2) The trustees shall accumulate all the residue of that income in the way of compound interest, by investing the

same and the resulting income thereof from time to time on securities on which they are by the settlement (if any) or by law authorised to invest trust money, and shall hold those accumulations for the benefit of the person who ultimately becomes entitled to the property from which the same arise; but so that the trustees may at any time, if they think fit, apply those accumulations, or any part of them, as if they were income arising in the then current year.

(3) This section shall apply only if and as far as a contrary intention is not expressed in the instrument under which the interest of the infant arises, and shall have effect subject to the terms of that instrument and to the provisions therein contained.

(4) This section shall apply only in relation to instruments coming into operation at any time before 1st September 1929.

PART IX

RENTCHARGES

Release of part of land charged not to be an extinguishment.

43.—(1) A release from a rentcharge of part of the land charged therewith does not extinguish the whole rentcharge, but operates only to bar the right to recover any part of the rentcharge out of the land released, without prejudice to the rights of any persons interested in the land remaining unreleased, and not concurring in or confirming the release.

(2) This section shall apply to releases made before, on or after 1st August 1886.

PART X

POWERS OF ATTORNEY

Effect of power of attorney, for value or not, made irrevocable for fixed time.

44. If a power of attorney, whether given for valuable consideration or not, is in the instrument creating the power expressed to be irrevocable for a fixed time therein specified, then in favour of a purchaser —

(a) the power shall not be revoked for and during that fixed time, either by anything done by the donor of the power without the concurrence of the donee of the power, or by the death, marriage, unsoundness of mind or bankruptcy of the donor of the power;

(b) any act done within that fixed time by the donee of the power in pursuance of the power shall be as

valid as if anything done by the donor of the power, without the concurrence of the donee of the power, or the death, marriage, unsoundness of mind or bankruptcy of the donor of the power had not been done or happened; and

- (c) neither the donee of the power nor the purchaser shall at any time be prejudicially affected by notice either during or after that fixed time of anything done by the donor of the power during that fixed time without the concurrence of the donee of the power or of the death, marriage, unsoundness of mind or bankruptcy of the donor of the power within that fixed time.

45.—(1) The donee of a power of attorney may, if he thinks fit, execute or do any assurance, instrument or thing in and with his own name and signature and his own seal, where sealing is required, by the authority of the donor of the power.

Execution under power of attorney.

(2) Every assurance, instrument and thing so executed and done shall be as effectual in law, to all intents, as if it had been executed or done by the donee of the power in the name and with the signature and seal of the donor thereof.

(3) This section shall apply to powers of attorney created by instruments executed before, on or after 1st August 1886.

46.—(1) Any person making or doing any payment or act, in good faith, in pursuance of a power of attorney, shall not be liable in respect of the payment or act by reason that before the payment or act the donor of the power had died or become of unsound mind, or bankrupt, or had revoked the power, if the fact of death, unsoundness of mind, bankruptcy or revocation was not at the time of the payment or act known to the person making or doing the same.

Payment by attorney under power without notice of death, etc., good.

(2) This section shall not affect any right against the payee of any person interested in the money so paid; and that person shall have the like remedy against the payee as he would have had against the payer if the payment had not been made by him.

47.—(1) A statutory declaration by an attorney to the effect that he has not received any notice or information of the revocation of such power of attorney by death or otherwise shall, if made immediately before or within 3 months after any such payment or act, be taken to be

Statutory declaration by attorney.

conclusive proof of such non-revocation at the time when the payment or act was made or done.

(2) Where the donee of the power of attorney is a corporation aggregate, the officer appointed to act for the corporation in the execution of the power may make the statutory declaration in like manner as if that officer had been the donee of the power.

(3) Where probate or letters of administration have been granted to any person, as attorney for some other person, this section shall apply as if the payment made or acts done under the grant had been made or done under a power of attorney.

Deposit
of power
of attorney.

48.—(1) (a) An instrument creating a power of attorney, its execution being verified by affidavit, statutory declaration, notarial certificate or other sufficient evidence, or a true copy of the instrument duly compared therewith and marked by the Registrar, Deputy Registrar or Assistant Registrar of the Supreme Court with the words “true copy”, or, if the instrument is registered in Malaysia, an office copy thereof, may be deposited in the Registry of the Supreme Court.

(b) For the purposes of this section, a photographic reproduction of any such instrument made in such manner and of such dimensions as may be prescribed by general rule shall be deemed to be a true copy of the instrument.

(c) The affidavit or declaration, if any, verifying the execution of any instrument creating a power of attorney, or, where an office or true copy of such an instrument is deposited, an office or true copy of that affidavit or declaration, shall be deposited with the instrument or copy instrument, and paragraphs (a) and (b) shall apply *mutatis mutandis* to such office or true copies.

(2) In the case of any instrument creating a power of attorney in a foreign language being so deposited, there shall be deposited therewith a translation thereof, certified by a sworn interpreter of the court, or if there is no interpreter attached to the court sworn to interpret in the language in which the instrument is written, the translation shall be verified by a statutory declaration of some person qualified to translate it.

(3) A separate file of instruments so deposited shall be kept, and any person may search that file and inspect every instrument so deposited, and an office copy thereof, and if in a foreign language, of the translation thereof, shall be delivered out to him on request.

(4) A copy of an instrument so deposited may be presented at the Registry, and may be stamped or marked as an office copy, and when so stamped or marked shall become and be an office copy.

(5) An office copy of an instrument so deposited shall without further proof be sufficient evidence of the contents of the instrument and of the deposit thereof in the Registry.

(6) If the instrument so deposited is in a foreign language, an office copy of the translation deposited with the instrument shall without further proof be admissible in evidence as a correct translation of the original document.

(7) The fees to be taken in the Registry shall be fixed by the Chief Justice with the concurrence of the President.

(8) If any such instrument so deposited at any time thereafter has been or is revoked, the Registrar of the Supreme Court, on being satisfied by affidavit or statutory declaration or otherwise that the instrument has been revoked, shall endorse thereon a certificate stating that it has been revoked and the date thereof, and thereupon the instrument shall be deemed to have been duly revoked as from the date of that certificate.

(9) Nothing in this section shall be deemed to affect or invalidate a revocation of any such instrument where no certificate is made or any earlier revocation thereof.

(10) Any reference in subsections (2), (3), (4), (5), (6), (8) and (9) to an instrument shall be deemed to include a reference to a true or office copy of the instrument deposited in accordance with subsection (1).

PART XI

CONSTRUCTION AND EFFECT OF DEEDS AND OTHER INSTRUMENTS

49.—(1) The use of the word “grant” is not necessary in order to convey tenements or hereditaments corporeal or incorporeal.

Use of word “grant” unnecessary.

(2) This section shall apply to conveyances made before, on or after 1st August 1886.

50.—(1) All property may be conveyed by a person to himself jointly with another person, by the like means by which it might be conveyed to him by another person, and may, in like manner, be conveyed by a husband to his wife, and by a wife to her husband, alone or jointly with another person.

Conveyance by a person to himself, etc.

(2) This section shall apply only to conveyances made on or after 1st August 1886.

Estates tail abolished.

51.—(1) All words and expressions which on or before 1st August 1886 would have created or been deemed to create an estate tail shall create and be deemed to create an estate in fee simple.

(2) This section shall apply only to instruments coming into operation on or after 1st August 1886.

Estates may be conveyed by deed though not operating under Statute of Uses. 27 Hen. VIII. c. 10.

52.—(1) Any estate or interest in land, whether in possession, remainder or reversion, may be conveyed by a simple deed, whether the deed operates under the Statute of Uses* or not.

(2) This section shall apply to deeds executed before, on or after 1st August 1886.

Conveyance to be by deed in English language.

53.—(1) A conveyance of any estate or interest in land other than a lease for a period not exceeding 3 years at a rack rent shall be void at law unless it is by deed in the English language.

(2) This section shall apply only to conveyances made on or after 1st August 1886.

No conveyance to operate tortiously.

54.—(1) No conveyance of any kind shall operate to destroy, impair or affect any estate or interest which the conveying party has no right to destroy, impair or affect or beyond the extent to which he may impair or affect it.

(2) This section shall apply to conveyances made before, on or after 1st August 1886.

Words of limitation unnecessary.

55.—(1) It shall not be necessary in any deed relating to land to add words of limitation to heirs when the intention is to give the absolute interest to a person and his heirs general, but a gift, grant or other conveyance of land to or in favour of any person shall be taken to give him the entire and absolute interest in the nature of an estate in fee simple unless such a construction is rendered inadmissible by the other contents of the deed.

*The Statute of Uses was repealed as to Singapore by Ordinance 6 of 1886.

(2) This section shall apply to deeds executed before, on or after 1st August 1886.

56.—(1) A deed expressed to be supplemental to a previous deed or directed to be read as an annex thereto shall, as far as may be, be read and have effect as if the deed so expressed or directed were made by way of endorsement on the previous deed or contained a full recital thereof.

Construction of supplemental or annexed deed.

(2) This section shall apply to deeds executed before, on or after 1st August 1886.

57.—(1) A covenant relating to freehold land shall be deemed to be made with the covenantee, his heirs and assigns, and shall have effect as if heirs and assigns were expressed.

Covenant to extend to executors, etc.

(2) A covenant relating to leasehold land shall be deemed to be made with the covenantee, his executors, administrators and assigns, and shall have effect as if executors, administrators and assigns were expressed.

(3) This section shall apply only to covenants made on or after 1st August 1886.

58.—(1) A covenant, and a contract under seal, and a bond or obligation under seal, made with two or more persons jointly, to pay money or make a conveyance, or to do any other act, to them or for their benefit, shall be deemed to include, and shall, by virtue of this Act, imply, an obligation to do the act to, or for the benefit of, the survivor or survivors of them, and to, or for the benefit of, any other person to whom the right to sue on a covenant, contract, bond or obligation devolves.

Effect of covenant with two or more persons jointly.

(2) This section shall extend to a covenant implied by virtue of this Act.

(3) This section shall apply only if and as far as a contrary intention is not expressed in the covenant, contract, bond or obligation, and has effect subject to the covenant, contract, bond or obligation, and to the provisions therein contained.

(4) This section shall apply only to a covenant, contract, bond or obligation made or implied on or after 1st August 1886.

Effect of
advance on
joint account.

59.—(1) Where —

- (a) in a mortgage, or an obligation for payment of money, or a transfer of a mortgage or of such an obligation, the sum, or any part of the sum, advanced or owing is expressed to be advanced by or owing to more persons than one out of money, or as money, belonging to them on a joint account; or
- (b) a mortgage, or such an obligation, or such a transfer is made to more persons than one, jointly, and not in shares,

the mortgage money, or other money or money's worth, for the time being due to those persons on the mortgage or obligation, shall, as between them and the mortgagor or obligor, be deemed to be and remain money or money's worth belonging to those persons on a joint account; and the receipt in writing of the survivors or last survivor of them, or of the personal representatives of the last survivor, shall be a complete discharge for all money or money's worth for the time being due, notwithstanding any notice to the payer of a severance of the joint account.

(2) This section shall apply only if and so far as a contrary intention is not expressed in the mortgage, or obligation, or transfer, and has effect subject to the terms of the mortgage, or obligation, or transfer, and to the provisions therein contained.

(3) This section shall apply only to a mortgage or obligation or transfer made on or after 1st August 1886.

Grants of
easements,
etc., by way
of use.

60.—(1) A conveyance of freehold land to the use that any person may have, for an estate or interest, not exceeding in duration the estate conveyed in the land, any easement, right, liberty or privilege in, or over, or with respect to that land, or any part thereof, shall operate to vest in possession in that person that easement, right, liberty or privilege, for the estate or interest expressed to be limited to him; and he, and the person deriving title under him, shall have, use and enjoy the same accordingly.

(2) This section shall apply only to conveyances made on or after 1st August 1886.

61.—(1) Every conveyance shall, by virtue of this Act, be effectual to pass all the estate, right, title, interest, claim and demand which the conveying parties respectively have in, to, or on the property conveyed, or expressed or intended so to be, or which they respectively have power to convey in, to, or on the same.

Provision for all the estate.

(2) This section shall apply only if and as far as a contrary intention is not expressed in the conveyance, and shall have effect subject to the terms of the conveyance and to the provisions therein contained.

(3) This section shall apply only to conveyances made on or after 1st August 1886.

62.—(1) Where there is a person entitled to land for an estate in fee or for a term of years, absolute or determinable on life or for a term of life, with an executory limitation over on default or failure of all or any of his issue, whether within or at any specified period or time or not, that executory limitation shall be or become void and incapable of taking effect if and as soon as there is living any issue who has attained the age of 21 years of the class on default or failure whereof the limitation over was to take effect.

Restriction on executory limitations.

(2) This section shall apply only where the executory limitation is contained in an instrument coming into operation on or after 1st August 1886.

63. In the construction of a covenant or proviso, or other provision, implied in a deed by virtue of this Act, words importing the singular or plural number, or the masculine gender, shall be read as also importing the plural or singular number, or as extending to the feminine gender, as the case may require.

Construction of implied covenants.

64. Where a solicitor produces a deed, having in the body thereof or endorsed thereon a receipt for consideration money or other consideration, the deed being executed, or the endorsed receipt being signed, by the person entitled to give a receipt for that consideration, the deed shall be sufficient authority to the person liable to pay or give the same for his paying or giving the same to the solicitor, without the solicitor producing any separate or other direction or authority in that behalf from the person who executed or signed the deed.

Receipt in deed or endorsed, authority for payment to solicitor.

Receipt
in deed
sufficient.

65. A receipt for consideration money or securities in the body of a deed shall be a sufficient discharge for the same to the person paying or delivering the same, without any further receipt for the same being endorsed on the deed.

Receipt
in deed or
endorsed
evidence for
subsequent
purchaser.

66.—(1) A receipt for consideration money or other consideration in the body of a deed or endorsed thereon shall, in favour of a subsequent purchaser not having notice that the money or other consideration thereby acknowledged to be received was not in fact paid or given, wholly or in part, be sufficient evidence of the payment or giving of the whole amount thereof.

(2) This section shall apply to deeds executed before, on or after 1st August 1886.

PART XII

POWERS

Powers
simply
collateral.

67.—(1) A person to whom any power, whether coupled with an interest or not, is given may by deed release or contract not to exercise the power.

(2) This section shall apply to powers created by instruments coming into operation before, on or after 1st August 1886.

Disclaimer
of powers
by trustees.

68.—(1) A person to whom any power, whether coupled with any interest or not, is given may by deed disclaim the power, and after disclaimer shall not be capable of exercising or joining in the exercise of the power.

(2) On such disclaimer, the power may be exercised by the other person or persons or the survivor or survivors of the other persons, to whom the power is given, unless the contrary is expressed in the instrument creating the power.

(3) This section shall apply to powers created by instruments coming into operation before, on or after 1st August 1886.

Mode of
execution
of power.

69.—(1) A deed executed in the presence of or attested by two or more witnesses, in the manner in which deeds are ordinarily executed and attested, is so far as respects the execution and attestation thereof a valid execution of a power of appointment by deed or by any instrument in

writing, not testamentary, notwithstanding that it is expressly required that a deed or instrument in writing, made in exercise of the power, is to be executed or attested with some additional or other form of execution or attestation or solemnity.

(2) This section shall not operate to defeat any direction in the instrument creating the power that the consent of any particular person is to be necessary to a valid execution, or that in order to give validity to any appointment, any act is to be performed having no relation to the mode of executing and attesting the instrument.

(3) This section shall not prevent the donee of a power from executing it in accordance with the power by writing, or otherwise than by an instrument executed and attested as an ordinary deed, and where a power is so executed this section shall not apply.

(4) This section shall apply to powers created by instruments coming into operation before, on or after 1st August 1886.

PART XIII

NOTICE

70.—(1) A purchaser shall not be prejudicially affected by notice of any instrument, fact or thing unless —

Restrictions
on construc-
tive notice.

- (a) it is within his own knowledge, or would have come to his knowledge if such inquiries and inspections had been made as ought reasonably to have been made by him; or
- (b) in the same transaction, with respect to which a question of notice to the purchaser arises, it has come to the knowledge of his counsel as such or of his solicitor or other agent as such, or would have come to the knowledge of his solicitor or other agent as such if such inquiries and inspections had been made as ought reasonably to have been made by the solicitor or other agent.

(2) This section shall not exempt a purchaser from any liability under or any obligation to perform or observe any covenant, condition, provision or restriction contained in any instrument under which his title is derived mediately or

immediately, and that liability or obligation may be enforced in the same manner and to the same extent as if this section had not been enacted.

(3) A purchaser shall not by reason of anything in this section be affected by notice in any case where he would not have been so affected if this section had not been enacted.

(4) This section shall apply to purchases made before, on or after 1st August 1886.

PART XIV

ADOPTION OF ACT

Protection
of solicitor
and trustees
adopting
this Act.

71.—(1) The powers given by this Act to any person, and the covenants, provisions, stipulations and words which under this Act are to be deemed included or implied in any instrument, or are by this Act made applicable to any contract for sale or other transaction, are and shall be deemed in law proper powers, covenants, provisions, stipulations and words, to be given by or to be contained in any such instrument, or to be adopted in connection with, or applied to, any such contract or transaction; and a solicitor shall not be deemed guilty of neglect or breach of duty, or become in any way liable, by reason of his omitting, in good faith, in any such instrument, or in connection with any such contract or transaction, to negative the giving, inclusion, implication or application of any of those powers, covenants, provisions, stipulations or words, or to insert or apply any others in place thereof, in any case where the provisions of this Act would allow of his doing so.

(2) Nothing in this Act shall be taken to imply that the insertion in any such instrument, or the adoption in connection with, or the application to, any contract or transaction, of any further or other powers, covenants, provisions, stipulations or words is improper.

(3) Where the solicitor is acting for trustees, executors or other persons in a fiduciary position those persons shall also be protected in like manner.

(4) Where such persons are acting without a solicitor, they shall also be protected in like manner.

PART XV

MISCELLANEOUS

72.—(1) Any notice required or authorised by this Act to be served shall be in writing. Service of notices.

(2) Any notice required or authorised by this Act to be served on a lessee or mortgagor shall be sufficient, although only addressed to the lessee or mortgagor by that designation, without his name, or generally to the persons interested, without any name, and notwithstanding that any person to be affected by the notice is absent, or under disability, or unborn, or unascertained.

(3) Any notice required or authorised by this Act to be served shall be sufficiently served if it is left at the last known place of abode or business in Singapore of the lessee, lessor, mortgagee, mortgagor or other person to be served, or, in case of a notice required or authorised to be served on a lessee or mortgagor, is affixed or left for him on the land or any house or building comprised in the lease or mortgage.

(4) Any notice required or authorised by this Act to be served shall also be sufficiently served if it is sent by post in a registered letter addressed to the lessee, lessor, mortgagee, mortgagor or other person to be served, by name, at the aforesaid place of abode or business, or office, and if that letter is not returned through the post office undelivered; and that service shall be deemed to be made at the time at which the registered letter would in the ordinary course be delivered.

(5) This section shall not apply to notices served in proceedings in the court.

73.—(1) A policy of assurance effected by any man on his own life and expressed to be for the benefit of his wife or of his children or of his wife and children or any of them, or by any woman on her own life and expressed to be for the benefit of her husband or of her children or of her husband and children or any of them, shall create a trust in favour of the objects therein named, and the moneys payable under any such policy shall not, so long as any object of the trust remains unperformed, form part of the estate of the insured or be subject to his or her debts. Moneys payable under policy of assurance not to form part of the estate of the insured.

(2) If it is proved that the policy was effected and the premiums paid with intent to defraud the creditors of the insured, they shall be entitled to receive out of the moneys payable under the policy a sum equal to the premiums so paid.

(3) The insured may by the policy or by any memorandum under his or her hand appoint a trustee or trustees of the moneys payable under the policy, and from time to time appoint a new trustee or new trustees thereof, and may make provision for the appointment of a new trustee or new trustees thereof and for the investment of the moneys payable under any such policy.

(4) In default of any such appointment of a trustee the policy immediately on its being effected shall vest in the insured and his or her legal personal representatives in trust for the purposes aforesaid.

(5) If at the time of the death of the insured or at any time afterwards there is no trustee, or it is expedient to appoint a new trustee or new trustees, a trustee or trustees or a new trustee or new trustees may be appointed by the High Court.

(6) The receipt of a trustee or trustees duly appointed or, in default of any such appointment or in default of notice to the insurance office, the receipt of the legal personal representative of the insured, shall be a discharge to the office for the sum secured by the policy or for the value thereof in whole or in part.

PART XVI

PROCEDURE

Regulations
respecting
payment into
court and
applications.

74.—(1) Payment of money into court shall effectually exonerate therefrom the person making the payment.

(2) Every application to the court shall, except where it is otherwise expressed, be by summons in chambers.

(3) On an application by a purchaser, notice shall be served in the first instance on the vendor.

(4) On an application by a vendor, notice shall be served in the first instance on the purchaser.

(5) On any application, notice shall be served on such persons, if any, as the court thinks fit.

(6) The court shall have full power and discretion to make such order as it thinks fit respecting the costs, charges or expenses of all or any of the parties to any application.

(7) General rules for purposes of this Act shall be deemed Rules of Court within section 80 of the Supreme Court of Judicature Act, and may be made accordingly. Cap. 322.

75.—(1) An order of the court under any statutory or other jurisdiction shall not, as against a purchaser, be invalidated on the ground of want of jurisdiction, or of want of any concurrence, consent, notice or service, whether the purchaser has notice of any such want or not. Orders of court not to be invalidated as against a purchaser.

(2) This section shall apply to all orders made before, on or after 1st August 1886, except any order which was before that date set aside or determined to be invalid on any ground, and except any order as regards which an action or proceeding was at that date pending for having it set aside or determined to be invalid.

THE SCHEDULE

Section 31 (1).

FORMS RELATING TO STATUTORY MORTGAGES

PART I

STATUTORY MORTGAGE

This Indenture of Statutory Mortgage made the
of _____ 19____, between *A* of (etc.) of the one part
and *M* of (etc.) of the other part,

WITNESSETH that in consideration of \$ _____ advanced
to *A* by *M* (whereof *A* acknowledges the receipt) *A* as mortgagor
conveys to *M* all that (etc.) TO HOLD to *M* for securing payment on the
of _____ 19____ of the principal sum of
\$ _____ with interest thereon at the rate of _____ %
per annum.

IN WITNESS, etc.

* * Variations in this and subsequent Forms to be made if required for mortgages by demise or other matter.

PART II

Section 32 (1).

A

STATUTORY TRANSFER, MORTGAGOR NOT JOINING

This Indenture of Statutory Transfer of Mortgage made the
of _____ 19____, between *M* of (etc.) of the
one part and *T* of (etc.) of the other part, supplemental to an Indenture

THE SCHEDULE — continued

PART II — continued

of Statutory Mortgage dated the _____ of _____ 19 _____, and made between (etc.).

WITNESSETH that in consideration of \$ _____ now paid to *M* by *T* being the aggregate amount of \$ _____ principal money and \$ _____ interest due in respect of the said mortgage (whereof *M* acknowledges the receipt) *M* as mortgagee transfers to *T* the benefit of the said mortgage.

IN WITNESS, etc.

B

STATUTORY TRANSFER, A COVENANTOR JOINING

This Indenture of Statutory Transfer of Mortgage made the _____ of _____ 19 _____, between *A* of (etc.) of the first part, *B* of (etc.) of the second part, and *C* of (etc.) of the third part, supplemental to an Indenture of Statutory Mortgage dated the _____ of _____ 19 _____, and made between (etc.).

WITNESSETH that in consideration of \$ _____ now paid to *A* by *C* (whereof *A* acknowledges the receipt), being the principal money due in respect of the said mortgage, no interest being now due and payable thereon, *A* as mortgagee, with the concurrence of *B*, who joins as covenantor, transfers to *C* the benefit of the said mortgage.

IN WITNESS, etc.

C

STATUTORY TRANSFER AND STATUTORY MORTGAGE COMBINED

This Indenture of Statutory Transfer of Mortgage and of Statutory Mortgage made the _____ of _____ 19 _____, between *A* of (etc.) of the first part, *B* of (etc.) of the second part, and *C* of (etc.) of the third part, supplemental to an Indenture of Statutory Mortgage dated the _____ of _____ 19 _____, and made between (etc.)

WHEREAS the principal sum of \$ _____ only remains due in respect of the said mortgage and no interest is now due and payable thereon, AND WHEREAS *B* is seised in fee simple of the land comprised in the said mortgage subject to that mortgage.

NOW THIS INDENTURE WITNESSETH that in consideration of \$ _____ now paid to *A* by *C* (whereof *A* acknowledges the receipt and *B* acknowledges the payment and receipt as aforesaid*) *A* as mortgagee transfers to *C* the benefit of the said mortgage, AND THIS INDENTURE ALSO WITNESSETH that for the same consideration *A* as mortgagee, by

THE SCHEDULE — *continued*PART II — *continued*

direction of *B*, conveys and *B* conveys and confirms to *C* ALL THAT (etc.)
 TO HOLD to *C* for securing payment on the
 of 19 , of †\$ with interest
 thereon at the rate of % per annum.

IN WITNESS, etc.

(*or in case of further advance after* “aforesaid” at **insert* “and also
 in consideration of the further sum of \$ now paid by
C to *B* (whereof *B* acknowledges the receipt)”, and after “of” at † *insert*
 “the sum of \$ and \$ making together \$ ”)
 * * Variations to be made as required in case of the deed being by
 endorsement or in respect of any other thing.

PART III

Section 34.

STATUTORY RECONVEYANCE

This Indenture of Statutory Reconveyance made the
 of 19 , between *C* of (etc.) of the one part and
B of (etc.) of the other part, supplemental to an Indenture of Statutory
 Transfer of Mortgage dated the of
 19 , and made between (etc.).

WITNESSETH that in consideration of all principal money and
 interest due under that Indenture having been paid (as *C* acknowledges)
C as mortgagee conveys to *B* all the lands and premises now vested in *C*
 under the Indenture TO HOLD to *B* discharged from all principal
 money and interest secured by and from all claims and demands under
 the Indenture.

IN WITNESS, etc.

* * Variation as noted above.